

Attachment

Verizon's October 2 Proposed Language for Issue I-5

1.60a "Reciprocal Compensation Traffic" means Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access. The determination of whether Telecommunications traffic is Exchange Access or Information Access shall be based upon Verizon's local calling areas as defined in Verizon's effective Customer Tariffs (including, but not limited to, to the extent applicable, Verizon Tariffs S.C.C.-Va.-Nos. 201 and 202). Reciprocal Compensation Traffic does not include: (1) any Measured Internet Traffic; (2) traffic that does not originate and terminate within the same Verizon local calling area as set forth in Verizon's effective Customer Tariffs (including, but not limited to, to the extent applicable, Verizon Tariffs S.C.C.-Va.-Nos. 201 and 202); (23) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis; (34) Optional Extended Local Calling Arrangement Traffic; (45) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; or, (56) Tandem Transit Traffic. For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement.

4.2.1 Trunk Types. Section 4 describes the architecture for Interconnection of the Parties' facilities and equipment over which the Parties shall configure the following separate and distinct trunk groups:

Traffic Exchange Trunks for the transmission and routing of terminating Reciprocal Compensation Traffic, Tandem Transit Traffic, Measured Internet Traffic, translated LEC IntraLATA toll free service access code (e.g. 800/888/877/866) traffic, IntraLATA Toll Traffic between their respective Telephone Exchange Service customers pursuant to Section 251 (c)(2) of the Act, in accordance with Section 5;

5.5 Grades of Service

Traffic Exchange trunk groups provided by either Party for Reciprocal Compensation, Measured Internet, and IntraLATA Toll traffic will be engineered using a design blocking objective of B.01 (Blocking Level B.01 - high-day-network-busy-hour blocking standard). Where Interconnection for Reciprocal Compensation, Measured Internet, and IntraLATA Toll traffic is provided via a Party's Tandem, all final trunk groups between that Party's Tandem switch and its End Office switches will be engineered using a design blocking objective of B.01. Access Toll Connecting trunk groups provided by the Parties for Exchange Access traffic will be engineered using a design blocking objective of B.005 (Blocking Level B.005 - high-day-network-busy-hour blocking standard).

5.7.2 Transport and termination of the following types of traffic shall not be subject to the Reciprocal Compensation arrangements set forth in this subsection 5.7, but instead shall be treated as described or referenced below:

(d) No Reciprocal Compensation shall apply to Measured Internet Traffic.

5.7.4 The determination of whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Measured Internet Traffic, and in accordance with the process established by the FCC Internet Order for rebutting such presumption before the Commission).

5.7.7 The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Measured Internet Traffic shall be governed by the terms of the FCC Internet Order, and other applicable FCC orders and FCC Regulations. Notwithstanding any other provision of this Agreement or any Tariff, a Party shall not be obligated to pay any intercarrier compensation for Measured Internet Traffic that is in excess of the intercarrier compensation for Measured Internet Traffic that such Party is required to pay under the FCC Internet Order and other applicable FCC orders and FCC Regulations.

7.1 Information Services Traffic

The following provisions shall apply only to Cox-originated Information Services Traffic directed to an Information Services platform connected to Verizon's network, should Cox elect to deliver such traffic to Verizon. At such time as Cox connects Information Services platforms to its network, the Parties shall agree upon a comparable arrangement for Verizon-originated Information Services Traffic. The Information Services Traffic subject to the following provisions is circuit switched voice traffic, delivered to information service providers who offer recorded announcement information or open discussion information programs to the general public. Information Services Traffic does not include Measured Internet Traffic.

EXHIBIT A

All instances of "Internet Traffic" to be changed to "Measured Internet Traffic."

CERTIFICATE OF SERVICE

I, Vicki Lynne Lyttle, a legal secretary at Dow, Lohnes & Albertson, PLLC do hereby certify that on this 9th day of October, 2001, copies of the foregoing correspondence were served as follows:

TO FCC as follows (by hand):

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TO AT&T as follows:

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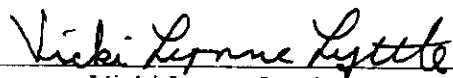
TO VERIZON as follows:

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TO WORLDCOM as follows:

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Washington, DC 20005


Vicki Lynne Lyttle

Admitted ✓

Cox Exhibit No. 20

ITEM: Cox 1-19

Does Verizon route calls from its foreign exchange service customers to Cox over local interconnection trunks or other trunks?

- (a) If Verizon routes its calls from foreign exchange customers over local interconnection trunks, does it identify such traffic to Cox in any way and, if so, how does it identify that traffic?
- (b) If Verizon routes its calls from foreign exchange customers over non-local trunks, what types of trunks does it use for such traffic?
- (c) If Verizon routes its calls from foreign exchange customers over non-local trunks, does it identify such traffic to Cox in any way and, if so, how does it identify that traffic?

REPLY:

Verizon -VA routes intraLATA calls from its foreign exchange service customers to COX over local interconnection trunks.

- a) No.
- b) N/A
- c) N/A

VZ VA #678

ITEM: Cox 1-22 How many minutes of foreign exchange traffic has Verizon sent to Cox since the parties began exchanging traffic?

REPLY: Verizon is unable to determine the amount of foreign exchange traffic sent to Cox from Verizon exchanges in VA.

VZ VA #681

Cox Exhibit No. 22

✓admitted 10/12

ITEM: Cox 1-36

Which, if any, rates charged to Verizon today by Cox does Verizon believe are excessive?

REPLY:

Currently, Cox is billing Verizon late payment charges that Verizon considers excessive. Verizon considers the charges excessive because they are being assessed even though payments have been sent within the thirty (30) day time period.

VZ VA #695

Cox Exhibit No. 23

✓admitted 10/12

ITEM: Cox 1-37 Has Verizon initiated any complaints or other proceedings with the Virginia State Corporation Commission ("VSCC") or FCC regarding Cox's rates?

REPLY: No.

VZ VA #696

ITEM: Cox 1-38

Is there any reason Verizon would be unable to invoke the processes of the FCC or VSCC if it believed a specific Cox rate to be excessive?

REPLY:

Verizon would dispute charges billed in excess according to the conditions set forth in Section 29.8.3 and 29.8.5 of the Interconnection Agreement, which states:

"29.8.5 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to subsection or if either Party fails to appoint a designated representative within forty five (45) days, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either Party."

VZ VA #697

ITEM: Cox 1-33

In monitoring Cox activities (as proposed in Verizon's Schedule 11.7, Section 1.6.5.2), how would Verizon determine whether or not Cox's "access to and use of BA OSS Information" constituted non-compliance "with the requirements of Applicable Law" and the interconnection agreement?

REPLY:

Verizon would not determine Cox's compliance with applicable law or the interconnection agreement. That decision would be made by the appropriate regulatory authority should Verizon file a complaint or action.

VZ VA #692

ITEM: Cox 1-41 Identify all previous occurrences of CLEC misuse or abuse of Verizon's OSS in Virginia that would be addressed by its proposed language governing termination for OSS abuse.

REPLY: Attached are 8 documented occurrences of CLEC behavior causing a Web GUI slowdown problem. These bulletins were sent out through Verizon's Wholesale Customer Care Center (WCCC).

Attachment 1: Bulletin 108532 – requested a CLEC to shutdown a query robot

Attachment 2: Bulletin 113946 – cancelled unrestricted search queries

Attachment 3: Bulletin 119386 – terminated unrestricted searches

Attachment 4: Bulletin 120479 – terminated user ID

Attachment 5: Bulletin 139976 – shutdown a CLEC's IP address

Attachment 6: Bulletin 90632 – requested that a CLEC cease-creating multiple unrestricted purchase searches

Attachment 7: Bulletin 90892 - CLEC submitting unrestricted searches

Attachment 8: Bulletin 91359 – requested that a CLEC cease-creating multiple unrestricted purchase searches

VZ VA #700

ITEM: Cox 1-42 Describe in detail the harms that could arise from the types of OSS usage covered by the proposed provision governing termination for OSS abuse. How would those harms be caused?

REPLY: As shown in response 1-41, CLEC behaviors such as unrestricted searches and robotic activities cause the Web GUI application to slowdown, impacting the application performance for all CLECs.

VZ VA #701

ITEM: Cox 1-43

Describe Verizon's efforts to develop and implement technical means to prevent the harms addressed by the proposed OSS abuse provision.

- (a) Has Verizon implemented any such measures?
- (b) If Verizon has not implemented any such measures, describe the reasons that Verizon has not done so.

REPLY:

Verizon has taken many specific actions to respond to robotic use of the GUI. In August 2000, discussions regarding Web GUI Performance Enhancements became a regular topic at the Industry Change Management meetings. The minutes of these meetings can be found on the Verizon Wholesale web site at http://128.11.40.241/east/wholesale/html/cd_ind_meetings.htm

In the August/September 2000 timeframe, as robotic activity was observed, CLECs were contacted and the robots were stopped. These conversations were not documented.

During October and November 2000, Verizon took action when it determined that a CLEC's behavior was causing the Web GUI slowdown problem. See documents produced in response to 1-41.

Verizon circulated a document to the industry-wide group of CLECs on November 3, 2000 that addressed Verizon's intentions to implement three process improvements to improve Web GUI performance and availability. These improvements include deleting old data from the system, managing search functions more closely, and enforcing the policy on user identification and robot programs. The deletion of old data from the system is ongoing, searches now require specific search criteria (PON, Date Submitted, Date Due or Negotiator Name) and Verizon implemented an automated system that disables offending users, based on user identification.

VZ VA #702

ITEM: Cox 1-29

Identify all complaints received by or known to Verizon concerning Cox's use of CPNI.

REPLY:

Verizon VA is not aware of any complaints concerning Cox's use of CPNI.

VZ VA #688

✓ Admitted

Cox Exhibit No. 30

ITEM: Cox 1-30

Has Verizon been sanctioned by any regulatory agency for Cox's use of Verizon-provided CPNI? If so, describe the sanctions.

REPLY:

No.

VZ VA #689

ITEM: Cox 1-32

In monitoring Cox's activities (as proposed in Verizon's Section 18.4.4), how would Verizon determine whether or not Cox's "access and use and/or disclosure of CPNI" constituted "non-compliance with the requirements of Applicable Law" and the interconnection agreement?

REPLY:

Verizon would not determine Cox's compliance with applicable law or the interconnection agreement. That decision would be made by the appropriate regulatory authority should Verizon file a complaint or action.

VZ VA #691

ACCESS SERVICE

Specialized Common Carrier Service

Regulations and Rates

of

COX VIRGINIA TELCOM, INC.

This tariff includes the rates, charges, terms and conditions of service for the provision of intrastate common carrier telecommunications services by Cox Virginia Telcom, Inc. ("Cox") for originating and terminating End User's and Customer's calls within Virginia.

Issued: December 18, 1998

Effective: December 18, 1998

Issued by: Martin Corcoran
Director of Tariff Development
Cox Communications, Inc.
1400 Lake Hearn Drive, Atlanta, Georgia 30319

ACCESS SERVICE

SECTION 4 - DEDICATED TRANSPORT

4.1 General

The Company provides intrastate Dedicated Transport Service with transmission speeds ranging from 2.4 Kbps to 2.4 Gbps. Dedicated transport services are offered on a point-to-point basis. Each Dedicated Transport Service is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.

Standard pricing is available for all non-custom services. Standard rates are provided in Section 4.4 following. The tariffed rates contained in this section are applied based on the locality of service, type of service and the term plan selected.

4.1.1 Two Point Service

Two Point Service allows two Customer-designated locations to be connected by one Dedicated Transport Service. The service terminated at both locations must be the same speed and the same capacity.

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ACCESS SERVICE

SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.1 General (Cont'd.)

4.1.2 On-Net v. Off-Net

On-Net Services are those which connect two locations which are both directly served by the Company's network. Pricing and regulations pertaining to On-Net Services are described in this tariff.

Off-Net Services are those where one or more locations to be connected is not served directly by the Company's network. Off-Net Service must be provisioned, in part, by another local access provider. In the instances where the Company is able to provide Off-Net Services, the performance parameters and pricing of the Off-Net Services will be passed through to the Customer.

All rates included in Section 4.4 are for On-Net arrangements. Off-Net service charges will be developed on an Individual Case Basis.

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ACCESS SERVICE

SECTION 4 - DEDICATED TRANSPORT (CONT'D.)**4.2 Standard Pricing Plan Description****4.2.1 Recurring Charges**

Recurring Charges are monthly charges applied on a city-specific basis. Recurring charges apply to Two Point Service.

Recurring charges for Two Point Service will vary based on the locality of service, capacity of service, the distance of service and the term plan selected. Two Point Service recurring charges are applied on a circuit basis and reflect complete end-to-end charges.

A. Channel Termination

The Channel Termination rate category provides for the communications path between a customer designated premises and the serving wire center of that premises.

B. Channel Mileage

The Channel Mileage rate category provides for the end office equipment and transmission channel between the serving wire center associated with the two customer premises.

C. Optional Features and Functions

Optional Features and Functions may be added to a special access service to improve its quality or utility to meet the Customer's specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained.

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SECTION 4 - DEDICATED TRANSPORT (CONT'D.)**4.2 Standard Pricing Plan Description (Cont'd.)****4.2.2 Nonrecurring Charges**

Nonrecurring Charges (NRC) are one-time only charges. NRCs may be waived for certain promotions and under the specific terms of individual case basis services.

4.2.3 Termination Liability

Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to the lesser of either:

- A. 20% of the balance of the total billing payable during the life of the term, or
- B. the difference between the monthly rate for selected term plan and the monthly rate for the longest term plan that Customer could have satisfied prior to early discontinuance of service.

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ACCESS SERVICE

SECTION 4 - DEDICATED TRANSPORT (CONT'D.)**4.3 Service Descriptions****4.3.1 DS3 Service**

DS3 Service is a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data have a line code of bipolar with three zero substitution (B3ZS). DS3 Service has the equivalent capacity of 28 DS1 Services at 1.544 Mbps or 672 Voice Grade Services at 56/64 Kbps. DS3 Service is available with an electrical interface.

4.3.2 DS1 Service

DS1 Service is a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having signal format of either Alternate Mark Inversion (AMI) or Bipolar 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe formats. DS1 Service has the equivalent capacity of 24 Voice Grade services or 24 DS0 services. AMI can support 24 56Kpbs channels and B8ZS can support 24 64Kbps channels.

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SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

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ACCESS SERVICE

SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.3 Service Descriptions (Cont'd.)

4.3.5 Custom Services

Dedicated Transport Services not described above or requests for non-standard configurations and specialized service options will be handled on an Individual Case Basis as set forth in Section 4.3.6 following.

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ACCESS SERVICE

SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.3 Service Descriptions (Cont'd.)

4.3.6 Special Construction

Special construction or arrangement of facilities may be undertaken by the Company on a reasonable efforts basis at the request of the Customer, and upon a determination by the Company that such charges should apply in that particular instance.

Special Construction cases/rates are on an Individual Case Basis. Special Construction is undertaken:

- A. where facilities are not presently available,
- B. where the service is of a type other than that which the Company would normally utilize in the furnishing of its service;
- C. where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where the service is in a quantity greater than that which the Company would normally provide;
- E. where service is requested on an expedited basis;
- F. where service is requested on a temporary basis until permanent facilities are available;
- G. where the service requested involves abnormal costs; or
- H. where service is requested in advance of the Company's normal construction schedule.

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